

IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF ARKANSAS  
NORTHERN DIVISION

UNITED STATES OF AMERICA

PLAINTIFF

v.

No. 1:05CV00017 SWW

MARY FERGUSON, WIDOW OF  
ROY J. FERGUSON, DECEASED;  
CINDY JEAN CARTWRIGHT, AND  
FAY HOLMES, HEIRS OF  
ROY J. FERGUSON, DECEASED  
and THEIR SPOUSES, IF ANY

DEFENDANTS

JUDGMENT

Pending before the Court is the application of the plaintiff, United States of America, for default judgment together with an affidavit showing that the defendants Mary Ferguson, Widow of Roy J. Ferguson, Deceased, Cindy Jean Cartwright and Fay Holmes and their Spouses, if any, are not infants, incompetent persons and are not in the military service of the United States. Said defendants, after having been properly served, have not answered, appeared herein or otherwise made any defense to the plaintiff's complaint and is wholly in default. It is therefore, ORDERED, DECREED AND ADJUDGED:

1. The Court has jurisdiction over the parties and over the property which is the subject of this cause of action.
2. The obligations due and required under the promissory note and mortgage executed by Roy J. Ferguson, now deceased are delinquent. There is now due and owing to the United States of America, U.S. Department of Agriculture, Rural Development, formerly known as Farmers Home Administration, in the principal sum of \$40,154.24, and interest in the sum of \$4,474.46, accrued to March 25, 2005, and thereafter at the daily rate of \$8.25 to date of this judgment and thereafter at the statutory rate pursuant to 28 U.S.C. §1961, plus advances and recoverable charges in the sum of \$1,442.17, any additional

advances and recoverable charges made during the pendency of this action for protection and maintenance of the subject property, and the costs of this action. Plaintiff United States of America, U.S. Department of Agriculture, Rural Development, formerly Farmers Home Administration, is hereby awarded judgment in rem against the property described herein for the above-mentioned sums. No personal judgment having been prayed for, none is rendered.

3. The above-described indebtedness due and owing to the United States of America, U.S. Department of Agriculture, Rural Development, formerly Farmers Home Administration, is secured by a mortgage recorded in the records of the Circuit Clerk and Recorder for Jackson County, Arkansas, recorded December 11, 1997, in Book 291, Page 118. Plaintiff's mortgage constitutes a first lien, which is paramount and superior to all right, title, claim, interest, estate, equity or statutory right of redemption, dower, courtesy and homestead of the defendants, and all persons claiming by or through them, in and to the following described property in Jackson County, Arkansas:

The South 50 feet of Lots 13, 14, 15, 16, 17 and 18, Block "B" Gustave Jones' Lakeview Addition to the City of Newport, Jackson County, Arkansas.

(Street Address: 1115 Congress, Newport, AR 72112)

together with all improvements and appurtenances thereon.

4. If the above-described indebtedness due plaintiff United States of America is not paid within 10 days from this date, the United States Marshal is directed to sell the above-described property at public auction to the highest bidder for cash, or on a credit of 30 days, at the West Main Street door of the Jackson County Courthouse, Newport, Arkansas. The date and time of such sale shall be fixed by the Marshal. If purchased on credit, payment of the purchase price shall be secured by one of the following methods, at the purchaser's option: furnish a corporate surety bond, or furnish a letter of credit from a financial institution, or post a 10% cash down payment. The corporate surety bond and

letter of credit shall be in the amount of the purchase price, plus interest at the rate of 10% per annum from date of sale, and shall be subject to the approval of the U. S. Marshal. The 10% cash down payment shall be forfeited in the event of failure to pay for the property within 30 days, in which event the Marshal shall resell the property. In the event of a cash down payment, the purchaser shall pay interest on the balance of the purchase price at the rate of 10% per annum from date of sale. A lien against the property shall be retained to further secure payment of the purchase money. The property shall be sold subject to any unpaid property taxes. If the plaintiff shall become the purchaser at such sale for a sum equal to or less than the indebtedness owed to plaintiff as of the date of sale, plaintiff may credit its bid against the amount of the debt and such credit shall be an extinguishment of the debt to the extent of such credit. The Marshal shall give notice of the sale as required by 28 U.S.C. §2002, and shall forthwith report the result of the sale to the Court.

5. Upon the sale of the above-described real property, all right, title, claim, interest, estate and equity or statutory right of redemption, and all rights of homestead, courtesy and dower of all of the defendants herein, and each of them, and all persons claiming by or through them, in and to said property and every part thereof shall from that date be foreclosed and forever barred.

6. The purchaser at said sale shall be given possession upon demand and the Clerk of this Court is hereby authorized and directed to issue writs of assistance to the United States Marshal for the Eastern District of Arkansas, who will proceed to place the purchaser in possession of said property.

7. The sale proceeds, after expenses of sale, shall be paid to the plaintiff United States of America to the extent of the indebtedness owed to the United States of America, U.S. Department of Agriculture, Rural Development, formerly Farmers Home Administration. Any surplus shall be retained by the U. S. Marshal subject to further orders

of the Court.

8. The Court retains jurisdiction of this cause for the making of such further orders as may be necessary to effectuate this judgment.

DATED this 15th day of August, 2005.

/s/Susan Webber Wright

UNITED STATES DISTRICT JUDGE